

Traverse City Transportation ASSOCIATION

Master Agreement
July 1, 2004

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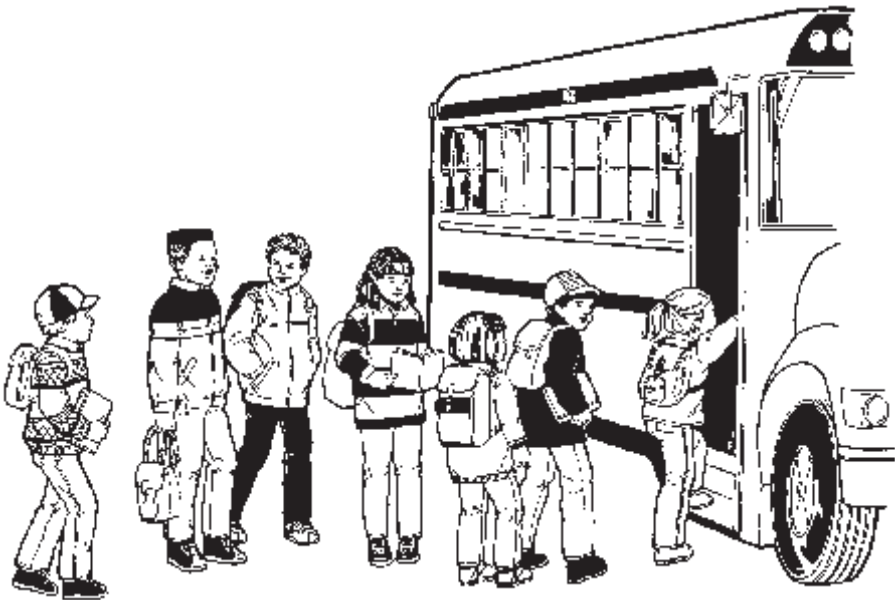


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AGREEMENT

Section 1

- 1.1 This Agreement is made and entered into this 9th day of May, 2005 by and between the Board of Education of the Traverse City Area Public School District, hereinafter called the “Board”, and the Traverse City Transportation Association/MEA/NEA, hereinafter called the “Association”.
- 1.2 Exercise of the powers of the Board is limited only by the express agreements contained in this contract. Policies or practices in conflict with this Agreement are superseded by this contract.

RECOGNITION

Section 2

- 2.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, working hours, safety, and other conditions of employment for all regularly assigned bus drivers and bus aides/assistants employed by the Traverse City Area Public Schools, but excluding temporary, retired and substitute employees, maintenance and custodial personnel, bus mechanics and bus mechanic helpers, secretarial and clerical employees, directors, assistant directors, managers, supervisors, and all other employees employed by the Traverse City Area Public School District.
 - a. A supervisor shall be defined as any person who is charged with responsibility for selection, evaluation, and/or direction of personnel.

RESPONSIBILITIES OF MANAGEMENT

Section 3

- 3.1 The Employer is vested legally and exclusively with certain powers, duties, and responsibilities which it may not, by any means, share with or delegate to any other body or organization. Among these powers, duties, and responsibilities are, but not limited to:
 - a. The executive management and administrative control of all aspects of the transportation system of the district and the activities of its employees including the right to subcontract such services.
 - b. The hiring and firing of employees and the determination of qualifications and conditions of employment, including training programs, standards of performance, assignments, promotions, transfers, discharge and discipline of personnel, and of the size, composition and structure of the working force.
 - c. The establishment of policies and procedures which determine the operation of the transportation program and responsibilities of its personnel, and executive management and administrative control of the properties of the school district.

- 3.2 In establishing policies and procedures to carry out the above responsibilities, the Employer, or its designated representatives, may consult with the employees involved.

COMMUNICATIONS CHANNELS

Section 4

- 4.1 The Employer and its designated representatives bear the responsibility for formulating policies and programs relating to the Transportation Department. The Employer will make every attempt to inform and consult with the Association when considering policies and programs which may affect the Transportation Department.
- 4.2 Representatives of the Employer and the Association will meet at least once each month by mutual agreement for the purpose of such consultation as well as reviewing the interpretation of this agreement and compliance therewith on the part of both the Administration and the Association.
- 4.3 Each meeting shall be no more than two (2) hours in duration. If requested, an agenda shall be submitted by each party twenty-four (24) hours prior to the meeting.
- 4.4 No more than three (3) Association representatives shall be paid for attending meetings called for by the Employer, and will be compensated at their regular hourly rate.

CLASSIFICATION OF TRANSPORTATION STAFF

Section 5

5.1 REGULAR BUS DRIVER

A regular driver is an employee who has been awarded or assigned a regular scheduled run.

- a. The regular driver shall be paid in accordance with the regular salary schedule, and is eligible for all contractual benefits.

5.2 SPECIAL EDUCATION BUS AIDE/ASSISTANT

Special Education bus aides/assistants are employed to care for the needs of handicapped children when present on special education bus runs and special trips, and/or may be utilized on primary-kindergarten and kindergarten runs and to assist on any other runs as required.

- a. The special education bus aide/assistant shall be paid in accordance with the regular salary schedule, and is eligible for all contractual benefits.
- b. The number of special education bus aide positions will be determined by the Employer.

5.3 ALTERNATE BUS DRIVER

An alternate bus driver is one who relieves for an absent regular driver, or does other driver-related duties as assigned by the Director of Transportation or his/her designated representative, and is available for such assignment on a daily basis.

- a. The alternate bus driver is eligible for the same contractual benefits accorded the regular driver.
- b. An attempt will be made to maintain a ratio of 1 alternate bus driver for every 6-8 bid runs. Good faith effort to secure adequate alternate bus drivers will commence when the ratio drops to 1 alternate bus driver for every 7 bid runs.
 1. Alternate positions created after the annual run selection will be two hours and will not be subject to the bid process.
- c. Alternate bus drivers shall report in accordance with schedules drawn up by the Employer at bid time with each position to be a minimum of two hours.
- d. An alternate bus driver may be utilized as a special education bus aide/assistant, or to assist on any other bus run as required at the discretion of the Employer, when special education bus aides/assistants are not available.
- e. Alternate bus drivers must be utilized on a seniority basis when their bid starting and ending times are the same.

5.4 DRIVER UTILIZATION

- a. To relieve absent regular a.m. and p.m. drivers, after all alternate drivers, the following progression will be followed:
 1. One-a-day drivers will be utilized on a seniority basis. A one-a-day driver is a regular bus driver with at least one (1) regular bus run and/or alternate position and is available for assignment.
 2. Probationary drivers
 3. Retired/occasional drivers

- b. To relieve for absent regular noon drivers, the following progression will be followed:
 - 1. Noon alternates
 - 2. Regular drivers and regular alternate drivers
 - 3. Probationary drivers
 - 4. Retired/occasional drivers

5.5 ALTERNATE BUS AIDE/ASSISTANT

An alternate bus aide/assistant is one who relieves for an absent regular special education bus aide/assistant or does other aide/assistant-related duties as assigned by the Director of Transportation or his/her designated representative, and is available for such assignment on a daily basis.

- a. An alternate bus aide/assistant is eligible for the same contractual benefits accorded the regular bus aide/assistant.
- b. An attempt will be made to maintain a ratio of 1 alternate aide/assistant for every 6-8 bid runs. Good faith effort to secure adequate alternate aides/assistants will commence when ratio drops to 1 aide/assistant for every 7 bid runs.
 - 1. Alternate positions created after the annual run selection will be two hours and will not be subject to the bid process.
- c. Alternate bus aides/assistants shall report in accordance with schedules drawn up by the Employer at bid time with each position to be a minimum of two hours.
- d. Alternate bus aides/assistants must be utilized on a seniority basis when their bid starting and ending times are the same.

5.6 BUS AIDE/ASSISTANT UTILIZATION

- a. To relieve absent regular a.m. and p.m. aides/assistants, after all alternate aides/assistants, the following progression will be followed:
 - 1. One-a-day aides/assistants will be utilized on a seniority basis. A one-a-day aide/assistant is a regular bus aide/assistant with at least one (1) regular bus run and/or alternate position and is available for assignment
 - 2. Probationary aides/assistants
 - 3. Available drivers in accordance with Subsection 5.4a.1, 2 and 3

4. Retired/occasional aides/assistants and drivers

If 30 minutes prior to departure time, an individual identified in 5.6 a 1-4 above has not been confirmed, an alternate driver can be asked to fill in for an absent aide/assistant.

b. To relieve for absent regular noon aides/assistants, the following progression will be followed:

1. Noon aide/assistant alternates
2. Regular aides/assistants and regular alternate aides/assistants
3. Probationary aides/assistants
4. Regular drivers and regular alternate drivers
5. Retired/occasional aides/assistants

5.7 CLASSIFICATION TRANSFER

An employee has the right to change his/her classification with the understanding that the employee's classification seniority is not transferable and upon transfer completion prior seniority is gone.

a. Probation - Section 7 shall apply

5.8 RETIRED EMPLOYEES SEEKING PART-TIME WORK

An employee retired under the Michigan Public Schools Employee Retirement System who desires to work on a part-time basis may be used only after all probationary employees have been assigned runs.

5.9 Bus Trainer

A bus driver trainer is an employee who has applied for, interviewed and been selected based on qualifications, experience and seniority to train bus drivers. This position follows the negotiated wage scale for bus drivers in Section 39.2 but will not be bid following Section 29.2 and will consist of varying hours which shall not count as accrued time for insurance purposes.

6.1 All classifications will have job descriptions that include basic job requirements and qualifications.

6.2 SCHOOL BUS DRIVERS

Each driver shall pass an annual physical examination according to Federal, Michigan, and Traverse City Area Public School District standards.

- a. All drivers may go to the physician(s) or physician's assistants designated by the Employer. The Employer will pay the full cost of required examinations for employees who go to the Employer-designated physician or physician's assistants. The Employer will make arrangements for employees to be scheduled for their annual physicals on dates as mutually agreed to by the Association and Employer.
- b. Drivers may select a licensed M.D. or D.O. physician or physician's assistants of their choice (as long as the physician or physician's assistants has experience giving a Department of Transportation physical).

The Board will notify the Association of physicians or physician's assistants excluded from approval.

Drivers who select a physician or physician's assistants of their choice for the annual physical will be reimbursed up to an amount equal to the fee charged by the Employer-designated physician.

- c. If the physician or physician's assistant determines that additional tests are required to certify the driver for a Michigan Department of Education physical, authorization may be given by contacting the Director of Transportation to be paid by the Employer.
- d. When findings of medical physical examinations are in conflict (as submitted by the driver), the Employer may require the driver to consult with a specialist (at the Employer's expense), or to otherwise resolve the conflict of medical evaluation as stipulated in Motor Carrier Safety Act Rules as published by the Michigan Department of State Police.
- e. Drivers must provide proof of successfully passing the Michigan Department of Education physical by August 1 of each year prior to the annual bid selection.

6.3 Each driver shall pass written and physical skill test examinations based on Federal, Michigan, and Traverse City Area Public School District standards. Drivers shall also attend Michigan School Bus Safety Education classes as required by the Michigan Department of Education.

- 6.4 All employees shall attend, unless excused by the Director of Transportation, a one-day training program.
- 6.5 All employees will be offered an opportunity to participate in other in-service training programs. Special training programs may be required.

PROBATIONARY PERIOD - DRIVER/AIDE

Section 7

- 7.1 An employee will be placed on the payroll the first day he/she reports for training. The first payroll check will be issued as scheduled by the Payroll Department, providing the driver/aide has completed all the necessary forms.
- 7.2 Appointment as a regular staff member of the Transportation Department shall require a probationary period of up to ninety (90) working days.
- 7.3 A procedure for performance review of probationary drivers will be mutually developed by the Association and the Director of Transportation.
- 7.4 The Association will be notified when an employee completes his/her probationary period.
- 7.5 A probationary employee will accumulate but will not be eligible to use contractual leave benefits until he/she has successfully completed his/her probationary period. A probationary employee will be eligible for contractual health insurance or cash in lieu of insurance benefits beginning the first of the month following the date of hire.
- 7.6 After completing probation, employees are eligible to bid for all postings.
- 7.7 While on probation, employees may sign postings for a show of interest.

ASSIGNMENT AND TRANSFER

Section 8

- 8.1 A bus run will consist of one quarter hour "Prep Time," "Road Time," and "Post Time" as described in this Subsection. The "Post Time" will be paid only to regular bus drivers in a lump sum stipend of 10 hours for each four or five day per week bid run. The stipend will be calculated on bid runs held on the last day of the pay period prior to the December holiday recess and the summer recess. The stipend will be included with that period's pay. Stipends for drivers of blocked time runs will be calculated at \$.50 per hour bid within the blocked time for the total number of hours worked within the block. The duties/responsibilities are listed by way of example and not limitation and may be changed by mutual agreement with the Association.

1. "Prep Time" duties/responsibilities are:
 - a. check in/report time
 - b. pre-trip
 - c. "see me"/check mailbox
 - d. fuel if necessary

2. "Road Time" duties/responsibilities are:
 - a. leave on departure time
 - b. follow left/right sheets as written
 - c. maintain student discipline
 - d. follow proper radio procedures
 - e. load/unload in a safe manner
 - f. operating vehicle in compliance with federal, state, and local laws and regulations
 - g. maintain a professional demeanor with parents and public
 - h. cool down bus in the parking lot
 - i. follow policies and/or procedures as required
 - j. restroom break for runs without down time

3. "Post Time" duties/responsibilities are:
 - a. update left/right sheets when changes are authorized
 - b. referrals/incident reports
 - c. flasher passers
 - d. "see me" meetings
 - e. inclement weather
 - f. vehicle maintenance form/mechanic
 - g. unscheduled meetings with principals or other staff
 - h. follow policies and procedures as required

4. Additional pre-approved time will be paid to the tenth of the hour for additional items including but not limited to the following:
 - a. extended construction
 - b. accidents
 - c. stuck/break down
 - d. drug/alcohol testing
 - e. appointments, meetings with parents/school administration
 - f. changes in policies and procedures requiring additional time
 - g. inclement weather for aides/assistants.

8.2 Employees shall be notified of the tentative bus run selection day(s) prior to the end of school barring unforeseen circumstances. A change may be made by mutual agreement between the Employer and the Association. Selection will take place no later than the fourth Friday of the new school year. Certified drivers and qualified aides/assistants shall make their selection on the basis of seniority as outlined in Subsection 11.2.b.(1). Employees not attending the scheduled selection day shall be assigned by the Employer after conferring with the Association unless another employee reports at the designated bid time with authorization to bid for the employee.

- a. All employees shall be notified by mail at least 30 calendar days in advance as to their bus run selection time and day at their last address on file in the Transportation Office. Due to unforeseen circumstances this time may be adjusted by mutual agreement between the Employer and the Association.
- b. Employees on leave shall be notified at least 30 calendar days in advance of their bid time, by certified mail, mailed to their last address on file in the Transportation Office. Due to unforeseen circumstances this time may be adjusted by mutual agreement between the Employer and the Association.
- c. Runs shall be made known as to the length of the run in hours and minutes and rounded to the nearest one-quarter hour. Specific criteria listed on the Bus Driver or Aide/Assistant Daily Time Schedule will be developed by mutual agreement between the Employer and the Association. The criteria will be available in the Standard Operating procedures Manual. Runs shall be posted and left/right sheets made available for review five (5) workdays prior to the seniority bidding of runs.
- d. No more than 50% of the bid runs of 3.5 hours or longer will be combined in blocked time. There will be no limit on the percentage of bid runs of less than 3.5 hours combined in blocked time. Blocked time will be a minimum of five (5) hours. The Director of Transportation shall get input from the Association on the composition of the blocked time.

8.3 Job Sharing/Flex Hours

- a. Employees may submit an application for job sharing/flex hours to the Director of Transportation. An employee's request may only affect one a.m. run, one noon run, or one p.m. run.
- b. The Director of Transportation will approve the request providing all specific criteria have been met. The criteria will be mutually developed by the Employer and the Association.
- c. Prior to denying the request, the Director of Transportation will advise the Association President or his/her designee of the reason for denial.
- d. An employee with an approved application for flex time shall be used as an alternate on days available (for an amount not less than their bid run time). This alternate position will last until expiration of their flex time, at which time he/she would resume his/her bid run. An alternate will be assigned per the contract to cover the original run for the length of the scheduled flex time.

- e. The number of employees exercising job sharing/flex hours shall not be used in calculating the employee ratio in Subsections 5.3.b and 5.5.b.

8.4 Bus Run Selection Procedures

- a. All runs shall be selected on a seniority basis from bids submitted, beginning with the employee with the greatest seniority.
 - b. Probationary employees may be assigned runs by the Director of Transportation.
 - c. New runs or run vacancies that occur after the annual run selection time will be filled on a seniority basis. Employees will not be permitted to overlap run times.
 - d. Run vacancies will be posted within five (5) driving days unless notice of extenuating circumstances is given to the Association.
 - e. Open runs shall be posted three driving days prior to filling the vacancy. A copy of the list of employees bidding on the opening shall be sent to the Association.
 - f. If the open run is not bid on after being posted three (3) driving days, the Director of Transportation will assign a probationary employee to fill the vacancy. However, a substitute driver may be assigned until a probationary employee is available.
 - g. If an employee fails to initial the bid sheet in the presence of dispatch by 11:00 a.m. on the driving day following the date of the closing, the employee will not be eligible for the vacancy.
 - h. In the event an employee locks in on more than one run that results in conflicting times or total hours, the employee must make their selection at the time notified by dispatch.
- 8.5 After the seniority assignment of runs, if an employee is unable to continue one or more of his/her regular scheduled runs he/she shall not be able to select a new run covered by an employee with less seniority. He/She may be assigned by the Director of Transportation a run or alternate position if either is available. He/She also shall not be able to regain his/her lost run if a subsequent change would permit it. He/She could return, providing a vacancy occurs for which he/she is qualified.
- 8.6 After consultation with the Association, if conditions warrant, employees will be subject to transfer by the Director of Transportation. The Association will be notified of the transfer.
- 8.7 A copy of all job openings within the school district will be posted in the Operations Department.

8.8 Bus Run Changes

- a. For any bus run change or accumulation of changes after the Annual Run Selection, which shall take place no later than the first count date of the new school year, where the change shall increase/decrease the report time or change the check out time of the original run, the employee shall be compensated up/down to the nearest one-tenth of the hour for the total change in time and set at the time of the addition (subject to Section 8.10).
- b. Bus run time changes will be retroactive to the date of the initial change. If not denied within five (5) working days of the request, the change will be approved (subject to Section 8.10).
- c. Time from the start to end of the assigned run shall be paid time and used at the discretion of the Director of Transportation.
- d. Run time shall not be decreased below the run time determined at the annual run selection time unless the run is vacated by the original bidder.
- e. Bus run changes that result in an increase of run time shall be discussed with the employee prior to affecting the change. Employees will be paid to the tenth of the hour. If the employee's schedule does not permit assumption of the revised run, the employee may assume the run of any probationary driver/aide/assistant. If a probationary run does not fit his/her schedule, he/she shall be eligible for a leave of absence until the next run selection date, without loss of seniority.

8.9 Should an original run change that isn't in blocked time because of a substitution of routes, or restructuring of the route the driver/aide/assistant may select any portion of the run or he/she may bump any probationary employee.

8.10 The Employer reserves the right to make run and route changes as necessary for increased efficiency, and in the best interest of students transported. All such changes shall be subject to the compensation described in this section.

8.11 Employees will not be permitted to bid, at annual run selection time, any combination of runs that would cause them to accumulate more than forty (40) hours per week. After the annual run selection time, employees will be assigned runs on a seniority basis. Assignments exceeding 40 hours per week shall be approved only for employees accruing their total hours within the Transportation Department.

8.12 Employees returning to the bus garage more than 15 minutes before the end of their road time should notify the dispatch office unless otherwise notified by the Director of Transportation or designee. If there is no need for an emergency call out, the employee may leave.

- 8.13 Employees dropping any bid run will give a ten (10) day notice to the Director of Transportation.

LEAVE OF ABSENCE

Section 9

- 9.1 If an employee will not be available for driving for five (5) or more consecutive driving days for reasons other than illness, he/she shall apply to the Director of Transportation for a leave of absence at least one (1) week but not more than forty-five calendar days prior to the expected leave.

Verbal arrangements may be made if, in the judgment of the Director of Transportation, emergency circumstances do not permit application in writing. Written applications must be submitted upon return.

- 9.2 At the discretion of the Director of Transportation, an employee may be granted a leave of absence without pay or fringe benefits, but not to exceed one (1) year. To qualify for this leave an employee must have at least two (2) years seniority.
- 9.3 If the employee's leave of absence extends beyond fifteen (15) consecutive driving days, his/her run may be declared vacant and open for bid. If the run is reassigned during an authorized leave, the employee on leave will be eligible to return to employment as an alternate driver/aide/assistant and must be available on a daily basis for any vacancy for which he/she qualifies.
- 9.4 If an employee's leave of absence granted by the Employer extends for a period of twenty (20) cumulative driving days or more, the loss of time shall be subtracted from his/her seniority date.
- 9.5 Effort will be made to grant up to six (6) leaves of absence to regular employees during the last twenty (20) workdays of the school year for the purpose of obtaining other summer employment. Granting such leaves will be subject to the availability of qualified drivers/aides/assistants.
- 9.6 A leave of absence request for deer hunting shall be forwarded to the Director of Transportation at least seven (7), but not more than fifteen (15), workdays prior to November 15. Deer hunting leaves of absence shall be subject to the availability of qualified drivers/aides/assistants, and will be granted on a seniority basis. Morning (a.m.), noon, and afternoon (p.m.) runs that must be filled due to deer hunting leaves shall be filled by giving preference to seniority drivers who follow established procedures in making themselves available for those runs.

LOSS OF TIME AFFECTING

SENIORITY RATING AND ANNIVERSARY PAY DAY

Section 10

- 10.1 Should an employee present a physician's certificate of illness or injury which would prevent him/her from driving/aiding, the following shall apply:
- a. The employee shall retain his/her seniority rank and run assignment until bus run selection time the following school year.
 - b. In the event of the above, the Director of Transportation shall assign an alternate driver/aide/assistant, or probationary driver/aide/assistant to fill the run on a temporary basis until bus run selection time. The vacancy shall not be subject to the bid process.
 - c. Should the absence for illness extend beyond the bus run selection time, the following school year, the employee, when certified available for work, will be appointed to the first available vacancy for which he/she qualifies.
- 10.2 If a new employee or an employee in good standing quits and is subsequently rehired within a period of three (3) years, he/she shall start at the salary step he/she previously held or shall be granted credit for each year of additional public schools bus driving and/or aide experience obtained while employed at another district.

SENIORITY

Section 11

- 11.1 New employees shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. The date of hire will be the first day in which employees report for training. When more than one person reports for training on the same date, then all individuals so effected will participate in a drawing to determine positions on the seniority list. Seniority shall be on a job classification basis. There shall be no seniority among probationary employees.
- 11.2 Seniority Lists
- a. The seniority list will show the names, job titles, dates of hire and seniority dates of all employees in the Association.
 - b. The Employer shall furnish the Association with five (5) current complete seniority lists at the beginning of the school year and at the end of the first semester. A current seniority list will also be provided to the Association prior to the annual bus run selection.
 - (1) The seniority list shall be merged for the purpose of the annual bus run selection. Employees will bid within classification on the basis of the merged seniority list.

- c. The Employer shall notify, in writing, the Association when an employee is hired, laid-off, recalled, terminates employment, starts an authorized leave or returns from an authorized leave.
- 11.3 If an employee transfers to another position under the Employer, not included in the bargaining unit, and thereafter, within one (1) year, returns to the bargaining unit, he/she will be entitled to retain his/her seniority as he/she may have had under this agreement prior to such transfer. During this transfer period the employee will not accumulate seniority in the bargaining unit.

11.4 Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits.
- b. He/she is discharged.
- c. He/she is absent for three (3) working days without notifying the Employer.
- d. He/she is on a leave of absence for illness, injury or disability (paid or unpaid) in excess of three (3) years.

EMPLOYMENT DISCIPLINE/TERMINATION

Section 12

- 12.1 Employees may be disciplined and/or discharged for just cause for any of the following offenses, by way of example and not limitation:
- a. Unsatisfactory work.
 - b. Unlawful conduct.
 - c. Failure to perform duties properly.
 - d. Violation of policies, rules or procedures.
- 12.2 For violation of policies, rules, procedures, or failure to perform duties properly corrective discipline may include any of the following:
- a. Written Warning.
 - b. Written Reprimand.
 - c. Suspension.
 - d. Termination.

First violations resulting in suspension or termination will be made in accordance with Subsection 12.3.

- 12.3 In the case of alleged on-the-job unlawful conduct, violation of the drug and alcohol policy or other serious violations, the employee may be suspended immediately, with pay, pending a full investigation of the allegation(s) by the Director of Transportation or designated representative. After the investigation, corrective discipline, if imposed, may include any of the steps mentioned in 12.2 up to and including termination.
- 12.4 In the event of a chargeable accident involving a school vehicle, the following procedure may be followed:
- a. Accidents will be investigated as completely as possible. The driver may be requested not to drive (with pay) during the investigation.
 - b. Corrective discipline will be as outlined in 12.2.
- 12.5 The dismissal of an employee shall be preceded by a written notice which shall contain a specific statement or statements of the reason(s) for the termination.
- 12.6 A terminated employee may be given an opportunity to submit his/her written resignation.
- 12.7 Use of Past Record
- a. In imposing any suspension or disciplinary action on a current charge, the Employer will not take into account any infractions which occurred:
 - (1) More than two (2) years previously on written warnings.
 - (2) More than three (3) years previously on written reprimands.
 - (3) More than five (5) years previously on infractions greater than written warnings and written reprimands.
- 12.8 Inspection and Challenging Records
- a. An employee can review his/her record with Employer representatives present and with or without an Association representative present, upon the request of the employee.
 - b. Disputed entries in the record may have a letter of clarification attached as provided by the employee.

13.1 In the event the Employer determines it necessary to reduce the work force, such reduction shall take place on the basis of least seniority. A copy of any layoff notice sent to an employee will concurrently be sent to the Association.

13.2 Order of Reduction

a. Subject to the provisions of Subsection 13.1 above, the number of personnel shall be reduced in the following order:

- (1) Probationary employees.
- (2) Other employees according to their seniority.

13.3 Bumping

a. Seniority employees may only bump within classification in the following order:

- (1) Employees with the lowest probationary period first.
- (2) When no probationary employee remains, the employee with the lowest seniority.

b. No more than one (1) bump per employee can be made during a reduction-in-force, unless another reduction takes place, in which case, the procedure beginning in “a.” above, shall be followed. However, only those employees who are directly involved in the reduction-in-force may bump again.

13.4 Reduction Procedures

a. The Employer will provide employees with notice ten (10) weekdays (Monday through Friday) prior to any layoff.

b. Employees bumped to substitute status due to the run selection process shall not be considered as laid-off.

13.5 Order of Recall

Personnel shall be recalled to work in the inverse order of the above reduction.

a. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at his/her last known address five (5) weekdays prior to the date of return to work.

- b. The employee shall report to work upon the date specified by the Employer and failure to report on that date shall terminate his/her employment, unless prior approval has been given by the Director of Transportation to report at a later date.
- c. If an employee is unable to continue his/her regular scheduled run because of a layoff, and is forced to bump a lower seniority employee, the driver/aide will maintain run time that is no less than the driver's/aide's last regular bid run.

This run time shall be maintained until the employee has the opportunity to bid at annual run selection. Employees may be assigned duties equal to the regular run time paid while assigned to a run with less time than the run held prior to layoff.

13.6 Other Conditions

Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Master Agreement, except as may be noted in the life insurance and health care benefits section of this contract (Section 40).

SICK LEAVE

Section 14

14.1 Each employee shall be granted sick leave as follows:

1 day per month to a maximum of 10 days per school year, accumulative to a maximum of 140 days.

14.2 Employees may be paid sick time in increments of one tenth of an hour.

14.3 Employees who work summer bid runs without any without paydays will be awarded two additional sick days upon completion of the summer programs.

14.4 Sick leave allowance shall be used when an employee is absent from duty because of illness, injury, or an anticipated prolonged absence including scheduled surgery, pregnancy/childbirth related disabilities. Any employee who anticipates a prolonged illness shall supply the Employer with notification from his/her physician.

14.5 If a probationary employee is absent due to injury on the job, sick leave benefits are effective as of the first day of hire.

14.6 If an employee is absent due to illness for more than five (5) consecutive days, a doctor's letter may be required to qualify for additional sick days.

- 14.7 An employee who becomes ill during the summer vacation and cannot assume his/her duties at the beginning of the school year will be eligible for benefits under his/her accumulated sick leave commencing the first day of school, upon presentation of a physician's certificate of illness or injury.
- 14.8 The Employer shall furnish each employee with a copy of his/her accumulated sick leave by June 30 annually.
- 14.9 Sick Leave Reserve
1. When an employee's sick leave has been exhausted, an employee may be granted the equivalent of up to thirty (30) additional leave days as available and approved from the sick leave reserve. The following guidelines will govern utilization of the sick leave reserve.
 - a. In order to be eligible to draw from the reserve, the driver/aide/assistant must be eligible for sick leave and must have contributed to the sick leave reserve.
 - b. Each employee will be invited to contribute hours equivalent to one (1) of his/her accumulated sick leave days to the sick leave reserve. A consent form for the deduction will be sent to each employee. Additional hours shall be requested of employees only when the reserve is depleted to five hundred (500) hours or fewer. If the reserve is depleted to five hundred hours or fewer, all employees will be invited to contribute one (1) sick day to the sick leave reserve and must do so in order to remain eligible for the sick leave reserve benefit. An employee who has previously donated one (1) of his/her sick leave days during the school year when the request for additional hours is made will not have to donate again to remain eligible for the sick leave reserve during that school year.
 - c. The sick leave reserve shall be available only for major personal illnesses and injuries of ten (10) or more workdays and not on a daily basis. A certificate of injury or illness form from a licensed physician must accompany the request for use of the sick leave reserve. The request must be received in the Human Resources office (if possible) prior to the effective date of drawing from the sick leave reserve.
 - d. An employee may not draw in excess of thirty (30) days from the sick leave reserve in any one (1) school year.
 - e. An employee who has used the equivalent of thirty (30) sick leave days shall not draw additional hours from the sick leave bank in a subsequent year unless the employee has contributed the equivalent of at least one (1) additional day to the sick leave reserve for the subsequent school year.

- f. An employee will not accrue sick leave while utilizing sick leave reserve.
2. In order to be eligible to draw from the sick leave reserve, the employee must present a doctor's certificate of injury or illness to the Human Resources office with the request to use the sick leave reserve.
3. The sick leave reserve shall be administered by the Human Resources office, subject to periodic review by two (2) persons designated by the Superintendent or his/her designee and two (2) persons designated by the TCTA. Upon request, the Association president will be provided an annual report on the utilization of the sick leave reserve.

CHILD-CARE LEAVE

Section 15

- 15.1 An unpaid leave of absence up to one (1) year may be granted to an employee for the purpose of providing child care for a newborn or adopted infant under the following conditions:
- 15.2 The application for such leave shall be received by the Director of Transportation no later than fifteen (15) calendar days prior to the effective date of the commencement of the leave.
- 15.3 The child-care leave shall commence on the date the employee has been released from her disability by the attending physician and shall terminate not later than one (1) calendar year from the date the leave commences.
- 15.4 In the case of an adopted infant, the child-care leave shall commence on the date of adoption and shall terminate not later than one (1) calendar year from the date the leave commences.
- 15.5 The child-care leave shall be granted without salary or other economic benefits except as provided under the Family Medical Leave Act.
- 15.6 If an employee's unpaid child-care leave granted by the Employer extends for a period of twenty (20) consecutive driving days or more, the loss of time shall be subtracted from his/her seniority date.

ILLNESS IN IMMEDIATE FAMILY - ABSENCE FROM DUTY

Section 16

- 16.1 Absence without loss of salary shall be allowed for illness in the immediate family as follows:

Six (6) days per year, not accumulative.

- 16.2 Immediate family is defined as husband, wife, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, immediate step-child, or a person living and making his/her home in the employee's household.
- 16.3 Such absences shall be deducted from the employee's sick leave, and it becomes the responsibility of the employee to complete a "Record of Absence" form upon his/her return to work.

FUNERAL LEAVE - ABSENCE FROM DUTY

Section 17

- 17.1 An employee shall be allowed up to eight (8) days with pay as funeral leave not being deducted from sick leave for a death in the immediate family. Immediate family shall be defined as follows: husband, wife, parent, brother, sister, or child.
- 17.2 An employee shall be allowed up to five (5) days as funeral leave for the death of a parent-in-law, immediate step-parent, brother-in-law, sister-in-law, grandparent, grandchild, immediate step-child, or a member of the employee's household. Three (3) days shall be with pay and two days are to be deducted from the employee's sick leave.
- 17.3 The leave granted by the provisions of this section shall be used for the purpose of attending the funeral or for making necessary arrangements for family affairs both prior and subsequent to the funeral if required.
- 17.4 Upon receipt of a request from the employee, accompanied by a physician's recommendation, additional days may be granted by the Director of Transportation. The additional days shall be subtracted from the employee's sick leave.
- 17.5 It is the responsibility of the employee to complete a "Record of Absence" form upon his/her return to work.

INCENTIVE DAYS

Section 18

- 18.1 An employee with perfect attendance (no: without pay days, sick days, personal leave days, funeral leave days or jury duty days as described in Subsection 21.2) will be given one paid day at the end of the school year.
- 18.2 An employee who has accrued sick days and has perfect attendance (no without pay days, sick days, personal leave days funeral leave days or days as described in Subsection 21.2) during a school year shall receive additional paid days based on the following schedule.

Accrued Sick Hours	Additional paid days with Perfect attendance
780 hours	5 days pay
660 hours	4 days pay
540 hours	3 days pay
420 hours	2 days pay
300 hours	1 day pay

WORKERS' COMPENSATION

Section 19

- 19.1 All employees shall be covered by Workers' Compensation Insurance under the Michigan Workers' Compensation Law. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.

PERSONAL DAY LEAVE

Section 20

- 20.1 Absence may be granted during the school year without loss of salary for attending to affairs of a personal nature which could not be conducted on a weekend or outside the school day.
- 20.2 An employee planning to use a personal leave day shall obtain approval from the Director of Transportation in writing in advance. In cases of emergency, prior approval must be obtained and written application must be submitted upon return.
- 20.3 One day shall be allowed per year - not accumulative. This day shall not be granted for vacation or recreational activities, nor immediately before or after a holiday or vacation except at the discretion of the Director of Transportation.
- 20.4 At the end of the school year, any unused day will be added to the employee's accumulated sick leave.

20.5 One unpaid business day will be granted during the school year for attending to affairs of a personal nature which could not be conducted on a weekend or outside the school day.

JURY DUTY

Section 21

21.1 An employee summoned to jury duty or subpoenaed as a witness, where failure to appear would result in punishment under the law, shall be paid his/her full salary, except that:

- a. Should said duty constitute less than one-half day, he/she shall report for his/her assignment upon termination of duty.
- b. If an employee is summoned to said duty, and serves, he/she will be paid his/her normal rate of pay less the amount received for jury duty service excluding the amount for travel or meal expenses.
- c. An employee shall report for work if case is dismissed or settled prior to his/her driving shift.
- d. This time is not charged as a personal leave day or sick leave and will not affect an employee's incentive pay.

21.2 An employee who plans to participate in a hearing or judicial matter may do so with prior supervisor approval and without pay unless the employee chooses to use a paid personal business day.

WORKSHOPS/CONFERENCES AND PARENT MEETINGS

Section 22

22.1 Workshop: A meeting in which employees are required to attend training programs.

- a. Employees shall be paid at their established rate of pay for attending workshops scheduled by the Employer.
 - (1) For workshops held prior to or immediately after their run assignment, payment shall be to the nearest one-tenth (1/10) of the hour.
 - (2) For workshops held during run time, no run time will be lost. Any additional time will be paid to the nearest one-tenth (1/10) of the hour.
 - (3) For workshops scheduled more than one hour outside of the assigned run time, the employee will receive the two (2) hour call-out pay. Payment beyond the two (2) hour call-out shall be as stipulated in "a.(1)" above.

- b. Attendance at workshops is required unless prior arrangements are made with the Director of Transportation.
- c. Employees shall be reimbursed mileage at the school district rate if it is required by the Director of Transportation to use personal vehicles to attend employee workshops scheduled outside the school district. Only one driver of each authorized vehicle shall receive mileage reimbursement. Mileage is figured from the bus garage to the meeting and return to the bus garage.
- d. Employees shall be reimbursed for meals when attending a required out-of-town workshop, as scheduled by the Director of Transportation.

Reimbursement for meal allowance shall be as stipulated in Section 28 of this agreement (payment for meal allowance).

22.2 Conference: A scheduled meeting with the Director of Transportation and/or his designated representative. If the Director of Transportation or his/her designated representative requires an employee to attend a scheduled meeting, said employee will be compensated as follows:

- a. For conferences held prior to or immediately after their run assignment, payment shall be to the nearest one-tenth (1/10) of the hour.
- b. For conferences held during run time, no run time will be lost. Any additional time will be paid to the nearest one-tenth (1/10) of the hour.
- c. For conferences scheduled more than one hour outside of the assigned run time, the employee will receive the two (2) hour call-out pay. Payment beyond the two (2) hour call-out shall be as stipulated in "a." above.
- d. A request to see a supervisor, when convenient, does not always constitute a scheduled meeting.

22.3 Parent Meeting: A scheduled meeting with the Director of Transportation and/or his/her designated representative and/or a parent(s). If an employee is requested to be present for a parent meeting, he/she shall be compensated as follows:

- a. For meetings held prior to or immediately after his/her run assignment, payment shall be to the nearest one-tenth (1/10) of the hour.
- b. For meetings held during run time, no run time will be lost. Any additional time will be paid to the nearest one-tenth (1/10) of the hour.

- c. For meetings scheduled more than one hour outside of the assigned run time, the employee will receive the two (2) hour call-out pay. Payment beyond the two (2) hour call-out shall be as stipulated in "a." above.
- d. Whenever possible, the Employer will schedule meetings with parents in a manner that will not create a problem for the employee to attend.

RETIREMENT PAY

Section 23

23.1 To qualify for retirement pay, the individual retiring must have been employed by the Traverse City Area Public School District for a minimum of ten (10) consecutive years. In addition, the employee must be qualified for retirement (including disability retirement) under the Michigan Public School Employees Retirement System (MPERS) unless the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and has reached the age of sixty (60) years. The employee must submit evidence from a state retirement office that the processing of her/his application for retirement has been completed. The employee must be eligible to begin drawing within thirty (30) days of the time of terminating employment with the Traverse City Area Public School District.

If an employee is not eligible for retirement or disability retirement under MPERS, but the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and qualifies and is eligible to draw within thirty (30) days of retirement through another Michigan state employees retirement system which allows the individual to transfer retirement credit earned while working for the Traverse City Area Public School District from MPERS to the Michigan state retirement system under which the employee is eligible to draw benefits. The employee will be required to submit evidence of such eligibility and transfer of retirement credit.

23.2 An employee qualifying for retirement pay under this section of the contract shall receive as retirement pay an amount equal to one-half (1/2) of the employee's regular daily base pay at retirement for each day of accumulated sick leave, but not to exceed a total of \$1,750 and an additional \$500 if the employee has had perfect attendance as defined in Section 18.1 during the 12 months prior to the employee's retirement date.

23.3 In case of the death of the employee, retirement pay in an amount equal to one-half (1/2) of the employee's regular daily base pay for each day of accumulated sick leave shall be paid to the employee's beneficiary, but not to exceed a total of \$1,750 and an additional \$500 if the employee has had perfect attendance as defined in Section 18.1 during the 12 months prior to the employee's death.

JACKETS

Section 24

- 24.1 Each non-probationary employee shall be reimbursed up to fifty and no/100 dollars (\$50.00) for the purchase of a jacket or other item of approved Transportation Department clothing with the insignia of the Transportation Department of Traverse City Area Public Schools on it. The reimbursement shall be paid to employees during October after completing the probationary period.
- 24.2 Each non-probationary employee shall receive a subsequent reimbursement of fifty and no/100 dollars (\$50.00) for a jacket or other item of approved Transportation Department clothing purchase for each three (3) years of employment after receiving the first reimbursement. Reimbursements shall be made to employees in the month of October in subsequent years.
- 24.3 Colors and styles will be uniform and as approved jointly by the Employer and the Association.

CONTRACTS

Section 25

- 25.1 Copies of this agreement shall be printed at the expense of the Board and furnished to employees. All new hires shall receive a copy of the Master Agreement provided by the Employer.

SUMMER RUNS

Section 26

- 26.1 Summer runs will be bid and awarded by seniority rank within classification. Notification of the availability of summer runs will be posted when known. A copy of the list of drivers/aides/assistants awarded runs shall be sent to the Association President, prior to close of school, if known.

CHAUFFEUR'S LICENSE/COMMERCIAL DRIVER'S LICENSE (CDL)

Section 27

- 27.1 The cost of the chauffeur's license/commercial driver's license and fees for the school bus driver and passenger carrying endorsements will be paid by the Employer.
- 27.2 Reimbursement for the above shall be made within thirty (30) days after the proof of payment receipt, from the Secretary of State office, has been received by the Employer, for those drivers who are actively on the Transportation Department rolls or on an approved leave of absence.
- 27.3 Probationary drivers will be reimbursed for their chauffeur's license/CDL at the end of their probationary period. A proof of payment receipt from the Secretary of State office is necessary for reimbursement.

- 28.1 Special trips are defined as any scheduled trip other than the regular bus run, which involves the transportation of passengers. Special education bus aides/assistants will be used on special education trips when required by management such as trips with multiple wheelchairs or students who need to be monitored closely because of a severe medical condition. Special trips will be paid at a rate of \$12.00 per hour for bus drivers and \$10 per hour for special education bus aides/assistants when required.
- a. Drivers will be permitted to drive their regular runs and a special trip even if the combination of hours exceeds eight hours a day.
 - b. Regionally merged trips with TCAPS and/or other school districts will follow the provisions of this section unless altered by mutual agreement.
- 28.2 Selection of bus drivers and special education bus aides/assistants for special trips, shall be based on a seniority list periodically prepared by the Director of Transportation. Bids will be based both on the seniority and on the number of trip hours, beginning with the driver and special education bus aide/assistant with the most seniority, and continuing down to the one with minimum service. Only in an emergency shall bus mechanics, and the bus garage maintenance employees be required to drive a school bus to transport students.
- 28.3 The following are guidelines for special trips:
- a. Trips shall be posted five working days prior to the day of the trip and will lock-in at 11:00 a.m. one day prior to departure. Should a trip be posted less than 48 hours prior to departure time, said trip would be open for bid up to 5:30 p.m. the night before the trip. A Saturday/Sunday trip will be treated the same as a Friday trip. Holidays will not be used for computation of the lock-in period.
 - b. A new employee becomes eligible for special trips upon completion of probation. He/she must be charged with the same number of hours to his/her credit as the driver or aide/assistant with the highest number of hours on the list at that time.
 - c. Employees who receive posted emergency trips will be charged for special trip hours at a rate of one-half (1/2) time. Employees will not be charged for special trip hours for assisting in emergency situations that are not posted.
 - d. Trip hours shall be accumulative from the first day of school through the day prior to the start of school the next year.

- e. Should a trip be canceled within the lock-in period, the employee shall be compensated for a two-hour call-in if the trip was posted for eight (8) or fewer hours and for four (4) hours if the trip was posted for more than eight (8) hours. The call-in compensation shall not be charged to the accumulative trip hours. The call-in shall not apply when Traverse City schools are closed due to an emergency and the trip is canceled as a result of said emergency.
- f. Employees that lock in on more than one trip that results in conflicting times, the employee must choose one of the trips at the time notified by dispatch. If the employee refuses all trips, the employee will be charged with the hours of the longest trip.
- g. Employees absent the day before a special trip shall call the dispatcher by 1:00 p.m. of the day of absence to inform the dispatcher of his/her availability for the trip.
- h. Employees that cancel out within the lock-in period shall be charged with the number of hours of that trip.
- i. Employees returning from leave, where loss of seniority occurs, shall be charged with the same number of hours as the driver or aide/assistant with the highest number of hours on the list at that time.

28.4 The following shall constitute maximum payment for meal allowance (reimbursed monthly based on actual receipts submitted by the employee):

Breakfast	\$5.25
Lunch	\$6.25
Dinner	\$9.75

To qualify for meal allowance, a trip must be out during the following hours and be out over five hours.

Breakfast	5:00 a.m. to 7:00 a.m.
Lunch	11:00 a.m. to 1:00 p.m.
Dinner	5:00 p.m. to 7:00 p.m.

28.5 Overnight Special Trips

- a. The employee's time will start at the time established by the daily trip itinerary, and shall be paid no less than the actual time involved in driving responsibilities each day, but not less than eight hours each day.
- b. Employee's shall not be required to supervise students except in an emergency situation.

28.6 Long Distance Trips

- a. In the interest of safety, two drivers may be assigned to trips which 1.) exceed 225 miles each way, and 2.) are completed in one day.
- b. Two drivers may be provided for long distance trips which 1.) are for fifteen hours or more, but less than 225 miles each way, and 2.) must stop in two or more different cities for school performances or activities.
- c. One driver may be used for trips covered in a. and b. of this subsection and sleeping accommodations may be provided if necessary.

28.7 Notice Time Prior to Special Trips

In the event the Transportation Office is notified the same day the need exists for a trip assignment, the Director of Transportation or his designated representative shall select an employee. If an employee is notified concerning a special trip twenty-four hours or less from the departure time, and he/she does accept it he/she shall be charged with the trip's resulting trip hours.

28.8 Shuttle Trips

- a. Local shuttles must occur between the a.m. and p.m. bus run and be attached to a regular bus run.
- b. Shuttle attachment drivers will be paid at the regular rate to the next one-tenth of the hour for time that exceeds that drivers regular run time. The hours for these attachments will be charged to the drivers shuttle hour log separate from extra work or trip hours.
- c. Drivers may refuse local shuttles if they conflict with other work responsibilities or other commitments.

28.9 Additional contractual services by way of example but not limited to the Migrant Program, Head Start, Van trips, etc. may be accommodated by mutual agreement.

EXTRA WORK

Section 29

29.1 Extra work shall be defined as any and all work performed outside a driver's or aide's/assistant's assigned classification. Extra work by way of example and not limitation may include bus washing, State Police Inspection and "Halloween watch."

- 29.2 Selection of drivers or aides/assistants for extra work shall be based on a merged seniority list. Bids will be based on seniority, job requirements and the number of extra work hours, beginning with the driver or aide/assistant with the most seniority, and continuing down to the one with minimum service.
- 29.3 In order to qualify for extra work, a new driver or aide/assistant must have completed his/her probationary period. When a driver or aide/assistant becomes eligible for extra work, he/she must be charged with the same number of hours to his/her credit as the driver or aide/assistant with the highest number of hours on the list at that time.
- 29.4 Employees will not be charged for extra work hours for assisting in emergency situations.
- 29.5 Drivers or aides/assistants returning from leave, where a loss of seniority occurs, shall be charged with the same number of hours as the driver or aide/assistant with the highest number of hours on the list at that time.
- 29.6 In the event an employee locks in on more than one extra work assignment that results in conflicting times, the employee must choose one of the extra work assignments at the time notified by dispatch. If the employee refuses all extra work assignments, the employee will be charged with eight hours of extra work.

CALL-INS/EXTRA ASSIGNMENTS/
EMERGENCY EXTRA RUNS

Section 30

- 30.1 Bus employees shall not be paid less than two (2) hours when called in. For an assignment immediately preceding or following a regular run or special trip the employee shall be paid to the nearest one-tenth of the hour.
- 30.2 Emergency extra runs shall be defined as runs that occur after an employee's return time. For emergency extra runs of one (1) hour or less, the employee shall receive one (1) hour's pay. For runs in excess of one (1) hour, the employee shall be paid to the nearest one-tenth of the hour.

BULLETIN BOARDS

Section 31

- 31.1 The Employer shall furnish two (2) bulletin boards (not less than 2'x4') for use by the Association.

MEETING PLACES

Section 32

- 32.1 The Association shall be granted the use of school facilities as assigned by the Administration for conducting meetings, providing space is available without interfering with the school.

ASSOCIATION BUSINESS/WORKSHOPS

Section 33

- 33.1 a. An employee selected to attend Association Business or an Association Workshop shall be allowed time off with pay to attend. The Employer shall bill the Association for the cost of a substitute if one is needed. Total time allocated to the Association shall not exceed twenty (20) working days per year. The Association will notify the employer in writing a minimum of three (3) working days prior to the leave. Requests submitted less than three (3) working days prior to the leave may be approved at the discretion of the Director of Transportation. The number of employees attending shall be limited to two (2) at any one time.
- b. Additional days or employees may be approved by the Director of Transportation.
- c. An additional employee may be allowed to attend Association Business or an Association Workshop without pay at the discretion of the Director of Transportation.
- d. Meetings where attendance is requested by the Director of Transportation will not be charged toward Association Business/Workshops.

REPRESENTATION

Section 34

- 34.1 If an employee is to be subject to a reprimand, the employee may request Association representation. Any employee receiving a written reprimand may request the Employer to provide a copy of the reprimand to the Association President.

ASSOCIATION DUES AND REPRESENTATION
FEES BY PAYROLL DEDUCTION

Section 35

- 35.1 As long as an authorization card, signed by an employee is on file in a timely fashion, Association dues will be deducted in equal installments from his/her payroll check by the Business Office every pay period a bargaining unit member receives a paycheck. It shall be the Association's duty to present the Business Office with authorization cards for representation and payroll deduction. (Not more than one change in dues deductions will be made each year.)

- 35.2 Employees covered by this Agreement shall be required, as a condition of continued employment, to become members of the Association or pay a representation fee as determined by the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later.
- 35.3 It is further understood between the parties that membership in the Association is not a condition of employment and neither party to this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Association membership.
- 35.4 The Association assumes full responsibility for the validity and legality of the provisions herein set forth. In the event the Employer, acting upon the request of the Association, discharges or attempts to discharge any employee for failure to comply with these provisions, the Association expressly agrees to indemnify and hold the Employer harmless for any and all damages, claims, suits, including all costs of witnesses and attorney's fees, or other forms of liability that may arise out of or by reason of the provisions herein set forth. The Association also assumes the right, after consultation with the Employer, to select counsel to act on behalf of the Employer and the Association, and to compromise or settle any claim made as a result of this action. In the event the Employer insists on its own counsel, such counsel shall be at the Employer's sole expense.
- 35.5 The Employer assumes no responsibilities for errors of any kind in making dues/representation fees deductions other than to correct such errors when such errors are made known. In the event of overpayment to the Association, the Association agrees to refund such monies forthwith.

GRIEVANCE PROCEDURE

Section 36

36.1 Definitions

- a. A "grievance" is a written claim by an employee that there has been a violation, misinterpretation, or a misapplication of the terms of this agreement.
- b. A "day" is a weekday (Monday through Friday) exclusive of Saturday, Sunday, or holiday when the district is in operation.

36.2 Informal Level

An employee with an alleged grievance shall first discuss the matter with his/her immediate supervisor. If requested by the employee, he/she may have a steward present. If the complaint is not satisfactorily settled, it may be advanced to Step I.

36.3 Step I

If, as a result of the informal discussion with his/her immediate supervisor, the matter is not satisfactorily resolved, a formalized grievance shall be submitted in writing to the Director of Transportation within fifteen (15) days following the date of the alleged grievance. The written grievance shall include:

- a. Identification of the grievant(s).
- b. The specific facts upon which the grievance is based.
- c. Identification of the applicable portion of the agreement allegedly violated, misinterpreted, or misapplied.
- d. The specific relief requested.
- e. The date on which the alleged grievance occurred.
- f. The date on which the grievance is filed.
- g. A signature attesting to the facts as presented.

The Director of Transportation will respond in writing to the grievant within ten (10) days following receipt of the written grievance.

36.4 Step II

If the grievance has not been satisfactorily resolved at Step I, it may be appealed in writing to the Director of Human Resources or his/her designee within five (5) days after the written response at Step I. A hearing will be arranged within five (5) days of receipt of said appeal. Within ten (10) days after the hearing, the Director for Human Resources or his/her designee will issue a written reply to the Association and the grievant.

36.5 Step III

If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Bureau of Employment Relations for mediation, said submission to be made not later than fifteen (15) days following receipt of the answer to the grievance filed by the Employer in Step II.

36.6 Step IV

Within fifteen (15) days after Step III, if the grievance has not been resolved at Step III, upon written notice to the other, either party may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

36.7 Any of the above steps may be dropped by mutual agreement of both parties.

36.8 Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make decisions in cases of alleged violations of specific articles and sections of this agreement.

- a. He/she shall have no power to add to, subtract from, alter or modify any of the terms of the agreement.
- b. He/she shall have no power to establish salary structures or change in salary.
- c. He/she shall have no power to rule on any of the following: Termination of services or failure to re-employ any probationary employee.
- d. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, not in conflict with the provisions of this agreement.
- e. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the Board to decide.
- f. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
- g. Losers shall pay the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- h. The arbitrator's findings and recommendations shall be forwarded to the parties and the adverse party shall issue its decision with respect to implementation of said findings no later than fifteen (15) days from the date of receipt.

36.9 General

- a. No grievance may be advanced through the procedure herein established, later than fifteen (15) workdays after the occurrence or the awareness of the occurrence which gave rise to the alleged grievance. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed forfeited by the party.
- b. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- c. The Grievance Chairperson shall be provided a place to meet on the Employer's property immediately preceding meetings involving Steps I through IV, providing the request is made in advance.
- d. The grievance form to be utilized in the formal grievance procedure will be developed by the Employer and the Association. The grievance forms will be provided by the Employer.

STORM DAYS

Section 37

37.1 Cancellation Days

Any driving days lost because school is closed or canceled, by way of example and not limitation, due to weather conditions, epidemic, power failure, etc., will be rescheduled as required by State Statute.

- a. All employees with a regular bid position will be paid for the full day for the first two canceled school days.
- b. All other canceled school days will be unpaid. Except when:
 - 1) A two hour call-in shall apply to those employees who have a report time twenty minutes or less after the time of cancellation.

37.2 Delay/Hold days

Any time school begins other than the normal school start time.

- a. One Hour Delay/Hold--Report one hour later than normal report time unless special circumstances require, such as de-icing. All employees will be paid one hour plus their normal bid times for the full day if they report to work.
- b. Two Hour Delay/Hold--Report two hours later than normal report time unless special circumstances require, such as de-icing. All employees will be paid one hour plus their normal bid times for the full day if they report to work.
- c. In the event school is canceled after a delay/hold a two hour call-in shall apply to those employees who have reported to work or have a revised report time twenty minutes or less after the time of cancellation unless 37.1.a., 37.2.a. or 37.2.b. applies.

NO STRIKE CLAUSE

Section 38

- 38.1 The Association and its members recognize that the cessation or interruption of their services is contrary to Public Act 112 and public policy. Therefore, the Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program.

39.1 The bus run for drivers will be as described in Section 8 of this agreement. The bus run for aides/assistants will consist of road time as described in Section 8, plus fifteen minutes for report writing, etc. as outlined at bid time by the Director of Transportation. Pre-approved additional time as described in Section 8.1(4) apply to all employees.

39.2 Wage Schedule shall include a 1.5% increase each year for 2004/05 through 2007/08 with a .5% off schedule payment in 2004/05 and 2005/06.

	2004/05	2005/06	2006/07	2007/08
Probationary Drivers	\$9.90	\$10.05	\$10.21	\$10.37

<u>Drivers</u>	Step	2004/05	2005/06	2006/07	2007/08
	1	\$10.10	\$10.26	\$10.42	\$10.58
	2	\$11.47	\$11.65	\$11.83	\$12.01
	3	\$12.35	\$12.54	\$12.73	\$12.93
	4	\$13.29	\$13.49	\$13.70	\$13.91
	5	\$13.62	\$13.83	\$14.04	\$14.26

Probationary Aide/ assistants	2004/05	2005/06	2006/07	2007/08
	\$8.59	\$8.72	\$8.86	9.00

<u>Aides/assistants</u>	Step	2004/05	2005/06	2006/07	2007/08
	1	\$8.75	\$8.89	\$9.03	\$9.17
	2	\$10.10	\$10.26	\$10.42	\$10.58
	3	\$10.99	\$11.16	\$11.33	\$11.50
	4	\$11.83	\$12.01	\$12.20	\$12.39
	5	\$12.13	\$12.32	\$12.51	\$12.70

39.3 Special trips (Section 28) and Extra work (Section 29) will be paid at the regular rate unless modified in specific sections. Hours for special trips and extra work will be accumulative from the first day of school through the day prior to the start of school the next year.

39.4 Salary step adjustments, after probation, will be made annually on July first.

39.5 Pay for non-attendance/holidays for non-probationary employees will include Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Should there be a need to alter a non-attendance/holiday, another non-school day shall be substituted at a Labor/Management meeting. July fourth will be an additional non-attendance/holiday for employees awarded summer runs.

- a. To be eligible for non-attendance/holiday pay, employees must work or be on authorized paid leave the day before and the day after the holiday unless with the prior approval of the Director of Transportation. If school begins after Labor Day, drivers/aides will be paid for Labor Day if they attend the one-day training program identified in subsection 6.4.
- b. Non-attendance/holiday pay shall only be granted to employees who have an official bid position.

39.6 Time and one-half shall be paid for hours worked in excess of forty hours in one work week.

39.7 When bona fide errors in an employee's pay are discovered, the employee will be notified and immediate arrangements for adjustment will be made. In cases where the employee fails to make acceptable arrangements, the employer will make corrections, notifying the employee of the adjustment.

39.8 Any employee who recommends and refers an individual as a bus driver who is ultimately hired by the district and works for a minimum of ninety (90) days shall receive a new employee referral incentive of \$150.

HEALTH AND LIFE INSURANCE

Section 40

40.1 Group health care insurance will be made available through payroll deduction from a carrier available to other employees through the employer as mutually agreed to by the employer and the association. The Employer will contribute toward health care premiums on a monthly basis as noted in Subsection 40.2.

- a. Authorized deductions for health insurance (if required) will be computed based on coverage selected by the employee. An equal amount will be deducted each pay period based on coverage being provided throughout a twelve month year, but with deductions being made during the school year. If an employee is not eligible to receive a payroll check from which a deduction can be made, or the insurance premiums increase during the summer months, it will be the responsibility of the employee to remit directly to the Human Resources Office the amount of his/her required deduction on the payroll date. Failure to timely remit will void eligibility in the school group, and will result in the employee's insurance being canceled.
- b. Transportation employees must assume the responsibility of signing up to receive health/hospitalization benefits. Employees must sign up for the insurance coverage during the open enrollment period each year as established by the carrier and Employer, except that new employees may sign up for health/hospitalization insurance benefits within thirty days of date of hire. Employees who do not enroll during the period

of time as outlined in this paragraph will not be eligible to enroll again until the next open enrollment period.

- c. Changes in coverage brought about by marriage, child birth, death, or any other change in the employee's family shall be brought to the immediate attention of the Human Resources Office for purposes of keeping insurance coverage current.
- d. If an employee fails to notify the Human Resources Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee, because of his/her negligence, will assume the responsibility of repaying the Employer for any over-payments made on a policy in excess of what the employee is entitled to receive.
- e. Health care benefits, for eligible employees, will become effective the first of the month following the employee's date of hire.
- f. Health care insurance coverage shall be limited to one-person, two-person, or full-family coverage, but dual full-family coverage for both husband and wife shall not be permitted.
- g. Eligibility of health care insurance paid by the Employer is based on the acceptance of the written application by the insurance carrier.
- h. It is understood that the contract year for insurance coverage currently is October 1 through September 30.

40.2 Employer Contribution Toward Health Care Insurance Premiums

Beginning June, 2005 the Employer shall provide health coverage for employees bidding and working regular a.m. and p.m. runs of 20 hours per week or more. The health coverage will be a Priority Health Point of Service Plan with Hearing Plan rider, \$10/20 Rx with Employee paycheck deductions maxed at \$25 per 19 pays for 2005/06. Beginning June 1, 2006, the Employer will pay the first 5% of any premium increase, the Employees will pay the next 5% of any premium increase and any increase above 10% will be split equally with Employee paycheck deductions maxed at \$50 per 19 pays for 2006/07 and \$75 per 19 pays for 2007/08. Optional dental and vision insurance coverage will be available with carrier and benefit levels mutually agreed by the Employer and Association.

40.3 Employee deductions for health coverage and optional dental or vision insurance will occur through payroll deduction utilizing the IRS Section 125 plan.

40.4 Employees working regular runs of 20 hours or more per week (a.m. and p.m. runs) who are eligible to receive insurance benefits but choose not to enroll may receive \$100 in gross wages per month. Employees may choose to keep the \$100 as additional wages, select a tax sheltered annuity through a Section 125 plan or purchase additional options. In order to participate in this optional program, the employee must show proof of health insurance under another plan. Employees assume responsibility of signing up for this benefit during the open enrollment period each year.

40.5 Life Insurance Protection

A \$5,000.00 life insurance policy shall be provided each employee. Life insurance shall remain in full force and effect for employees on paid sick leave or during an approved unpaid leave of absence of less than thirty calendar days.

- a. Life insurance for eligible employees will become effective the first of the month following the employee's date of hire.
- b. Responsibility for enrollment in the program rests with the employee. Employees who do not enroll during the period of time as outlined in this section will not be eligible to enroll until the next open enrollment period.
- c. Eligibility of insurance paid by the Employer is based on the acceptance of the written application by the insurance carrier.

SCHOOL CALENDAR

Section 41

41.1 The work year for regular runs shall consist of the number of days as set by the approved school calendar for student instruction during each year of this contract.

41.2 School days lost because of a strike or withholding of services by any organization within the Traverse City Area Public Schools will be scheduled in accordance with the law.

41.3 It is understood that the number of days as scheduled for student instruction will include one-half days. The Association will be notified, a minimum of two weeks prior to the one-half day sessions, except for those one-half days scheduled to end each semester that are covered under Section 37.

TERMS OF AGREEMENT

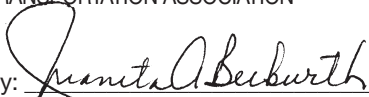
Section 42

This Agreement shall take effect as of July 1, 2004 and shall remain in force and effect until June 30, 2008. Following February 15, 2008, either party may initiate negotiations for renewal and modification, or a new Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives for this purpose.

TRAVERSE CITY AREA PUBLIC SCHOOLS
TRANSPORTATION ASSOCIATION

TRAVERSE CITY AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

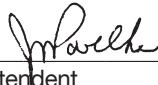
By: 
President, T.C.T.A.

By: 
President, Board of Education

Date 5-10-05

Date 5/16/05

By: 
Secretary, T.C.T.A.

By: 
Superintendent

Date 5-10-05

Date 5/16/05

By: 
Chief Spokesperson

By: 
Chief Spokesperson

Date 5/10/05

Date 5/10/05

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